

**To:** Honorable Robert D. Drain  
Docket Number 05-44481 (RDD)  
United States Bankruptcy Judge - Southern District of NY  
One Bowling Green  
New York, NY 10004 -1408

**Subject:** Docket Number 05-44481 (RDD), Article 9.5.11

As a recently retired Delphi Salaried Employee of 36 years, I strongly object to the June 1, 2009 Master Disposition Agreement; specifically Article 9.5.11 which declares that severance payments will be terminated upon the closing date (emergence date).

When I was approached about retirement in October of 2008, I was offered a contract (Separation Agreement). By agreeing to and signing this contract, I was to be given a continuance of my salary for one year in exchange for waiving certain rights (Release of Claims against Delphi). This was not considered a Delphi benefit. I signed this agreement in November of 2008 and it became effective January 1 of this year, 2009.

It is apparent that according to Article 9.5.11, as soon as Delphi emerges from bankruptcy, they (Delphi) intend to break that contractual agreement. If that happens mid July, 2009, I will lose 5 months of that severance.

On a personal note, that money is being used twofold; to build a buffer for my healthcare premiums (which we retirees lost in April) and to pay for tuition for retraining. President Obama and our own Governor Granholm have made a compelling argument for "re-educating", especially here in Michigan. The loss of this severance would severely dampen, if not eliminate, both of these goals.

This was just a pure and simple contract of providing an item of value (my retirement) in exchange for payment. This contract was legal, binding, and I expect Delphi to hold up their half and honor it. If it is more efficient, I would take the remaining severance in a single payment to save them processing, mailing, transferring, etc., the monies owed me.

Thank you for your time in hearing my objection,

Respectfully,  
John R. Brantingham  
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